



**Proposal W.2 - Project Management Services –
Walton County Georgia – Hammond Dr. Government
Building Courtroom Renovation
October 21, 2021**

BETWEEN: **Walton County Board of Commissioners**
303 South Hammond Drive, Suite 330
Monroe, GA 30655
C.O: David Thompson, Chairman

Hereinafter referred to as the **Walton County or Owner.**

AND: **ASCENSION Program Management, LLC.**
2990 Summit Lane
Monroe, Georgia 30655
C.O: Thomas J. “Jeff” Prine, CEO/President

Hereinafter referred to as **APM**

FOR: Walton County Georgia – Hammond Drive Government Bldg. Courtroom Renovation – W.2 - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING

Walton County, Georgia wishes to renovate a Courtroom in the Hammond Drive Government Building located at 303 South Hammond Drive, Suite 330, Monroe Georgia 30655. Project consists of a complete renovation to enlarge and modify the Jury Box, Deliberation Room, Witness Waiting, and Inmate holding. Also includes an upgrade to the Low Voltage and Audio-Visual Systems. Walton County needs assistance in APM providing Project Management Services.

Our roles include:

1. **ASCENSION PM** – Point of Contact for Client and service provider.

ASSUMPTIONS The fees for Basic Services are predicated on the following conditions:

1. Total Duration of APM Services is 10 Months (November 01, 2021 – August 01, 2022)
2. APM recommends that a Design-Build process be utilized due to the fact that this is a major renovation to an existing space in an operating facility.
3. APM to develop an RFP and oversee the evaluation and selection process seeking a Design Build Team for this project.
4. Walton County will provide space and access to printers and copiers for report generation and meetings with staff.
5. Walton County will assist in providing a Working Committee made up of Staff and others to participate in the review, evaluation of Design Build Teams providing submissions on said project.

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6. Walton County will provide specific information related to the Low Voltage & Audio-Visual systems they wish to upgrade to.
7. Walton County wishes for this project to be completed no later than August 2022.

SCOPE OF BASIC SERVICES: APM's Scope of Basic Services indicated as follows:

TASK A – DEVELOP & MANAGE FINANCIAL PROJECT DASHBOARD:

- A.1 Develop Dashboard.** APM, working with Walton County Director of Facilities will develop a specific Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.
- A.2 Reports.** With Walton County's assistance, APM will develop specific reports as required to meet the needs of the Facilities Director, Department Director, and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.
- A.3 Finance & Project Budget Reconciliation.** APM will require that all Invoices tied to the Project's Budget come to us for review prior to being paid. APM will monitor all contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, APM will forward to the Department Director and Finance recommending so.

TASK 1.0 – REQUEST FOR PROPOSALS: as divided into Four Sub-Tasks:

- Sub Task 1.1 Draft RFP.
- Sub Task 1.2 Develop and manage proposal process.
- Sub Task 1.3 Manage interview and final evaluation of short-listed teams.
- Sub Task 1.4 Assist in presenting final recommendations and other required Walton County for Actions.

SUB-TASK 1.1 – DRAFT RFP: The following illustrates the sub tasks APM proposes under this task.

- 1.1.1 Walton County RFP Boiler Plates.** APM will work with Walton County Purchasing/Staff to review existing RFP Boiler plates as our starting point in the development of said documents.
- 1.1.2 Develop RFP for Design-Build Services.** APM, working with Walton County Staff, will develop a specific Request for Proposals for said services for the projects. This draft will be presented to the Staff for input and edits.
- 1.1.3 Finalize RFP for Design-Build Services.** APM, working with Walton County Staff, will finalize the Request for Proposals.

SUB-TASK 1.2 – DEVELOP & MANAGE PROPOSAL PROCESS:

- 1.2.1 Walton County Proposal & Interview Review Committee.** APM will assist Staff in identifying and organizing a Proposal Review Committee made up of members as designated by Staff. APM will manage

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this Committee throughout the process.

- 1.2.2 Identify Qualified Design-Build Firms or Teams.** APM will work with Staff to identify specific Design-Build Firms or Teams qualified to provide necessary services.
- 1.2.3 Pre- Proposal Meeting.** APM will host Pre-Proposal meeting. This meeting will be utilized to explain to qualified proposers the specifics scope of services being required and any initial design components the projects require.
- 1.2.4 Proposal Review and Short List Process management.** Once Proposals are received, APM will distribute to the Proposal & Interview Committee members with a timetable for their review.
- 1.2.5 Proposal review meeting (s).** APM will host meetings with the Proposal Review Committee to formally review each of the proposals received, and to develop a score for each. Once scored, the top Three Proposers (Short List) will be requested to enter the next phase of the process.

SUB-TASK 1.3 – MANAGE INTERVIEW AND FINAL EVALUATION OF SHORT-LISTED TEAMS:

- 1.3.1 Interviews of Short-Listed Teams:** If found necessary, APM will coordinate with each Short-Listed team and advise them of the specific requirements of their upcoming interview. APM will schedule both the Teams and Proposal & Interview Committee and coordinate all related tasks.
- 1.3.2 Interview:** APM will assist the Proposal & Interview Committee in preparation prior to interviews. APM will facilitate the Interviews themselves and assist the Committee and Shot Listed firms during each.
- 1.3.3 Compilation of Scores and Final Recommendations:** APM will compile the scores of each interviewed team and formulate a ranking for final consideration of the Committee. Once acceptance of the final ranking is achieved, APM will record and prepare for the final step in this process.
- 1.3.4 Construction Contract Negotiations:** APM will negotiate on behalf of the Owner with the Design-Builder when negotiation for added or deleted scope is necessary prior to award of contract. In addition, once authorization has been received from the appropriate authorities, APM will issue a Notice of Award to the Contractor and request all Insurance and Bonds to be provided for review.
- 1.3.5 Design-Build Contract (s):** APM will assist the Owner in the preparation of the Design-Build contract(s). Once the executed contract has been received back from the Design-Builder, APM will seek the proper signatures. Once the contract has been executed on behalf of the Owner, APM will issue a Notice to Proceed to assure a proper start of the Design-Build process.

SUB-TASK 1.4 – WALTON COUNTY BOARD ACTIONS:

- 1.4.1 Review of Scores and Rankings.** APM will, as determined necessary, present the final rankings and recommended Team to the Walton County leadership for review and consideration.

- 1.4.2 Commissioners Action.** APM will, as determined necessary, present process followed, short listed teams, final rankings, and a recommended team for consideration by the Walton County Commissioners for Award.

TASK 2.0 - PROJECT DESIGN PHASE ACTIVITIES / SERVICES: as divided into the following Sub-

Tasks:

- 2.0 DESIGN PHASE COORDINATION.** APM will serve as the Owner’s representative in coordination of the Design-Builder’s activities and will provide leadership with respect to the implementation of design phase procedures by all parties. The Owner will make all related design decisions with the technical assistance of APM.

The below tasks will be accomplished to the best of their ability while maintaining the schedule.

- **Schematic Design:**
 - Presentation to and approval from the Owner on a proposed Schematic Design Report.
- **Design Development:**
 - Presentation to and approval from the Owner on a proposed Design Development Report.
- **Construction Documents:**
 - Presentation to and approval from the Owner on a proposed Construction Documents Report.

- 2.1 MONITOR DESIGN SCHEDULE.** APM will expedite the flow of information between the Owner, the Design-Builder, and other parties. APM will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.

- 2.2 DESIGN PROGRESS MEETINGS.** APM will conduct design progress meetings in conjunction with the Owner, Design-Build Team, and others found necessary. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. APM will coordinate the Design-Builder’s recording, transcribing, and distributing of minutes of these meetings to all attendees and all other appropriate parties.

- 2.3 COST MANAGEMENT PROCEDURES.** APM will implement and maintain cost management procedures throughout the Design phase.

- 2.4 LIMITED DESIGN REVIEW.** APM shall review the in-progress design documents for adherence to the Design Documents. This limited review will be provided at the Schematic Design Phase and all succeeding design phases. APM’s comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, the performance of design reviews will not:

- Relieve the Design-Builder of its responsibility to provide sound design and properly prepare contract documents; and
- Make APM in any way responsible for, liable for, or an insurer of the design and/or performance of the Design-Builder.

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- 2.5 CONSTRUCTABILITY REVIEW.** Subject to the preceding paragraph, APM will provide input to the Owner and Design-Build Team relative to value, sequencing of construction, duration of construction of various building methods, and constructability.
- 2.6 COORDINATION REVIEW.** APM will review the Design-Builder's 95% contract document submissions and provide written comments on the various disciplines, including architectural, structural, mechanical, electrical, and plumbing.
- 2.7 COORDINATE DESIGN COMMENTS.** APM will provide coordination between the Design-Builder and the Owner, to obtain the proper flow of information. APM will coordinate the design reviews at the Schematic Design, Design Development, 95% Construction Documents and 100% Construction Documents phases and will compile and expedite Owner's comments to the Design-Builder.
- 2.8 EXPEDITE AGENCY REVIEWING AND APPROVALS.** APM will oversee the Design-Builder's efforts in securing and transmitting appropriate documents to the various approving and / or permit agencies at the appropriate times.
- 2.9 DESIGN PHASE SCHEDULE.** APM will continuously monitor the design phase schedule and make reports to the Owner and Design-Builder. APM will advise the Design-Builder and Owner when potential or actual constraints to the schedule exist and make recommendations for corrective action.
- 2.10 COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, 95% CD or 100% CD Estimates, APM will conduct cost adjustment sessions with the Design-Builder and Owner. At the end of these sessions, APM, in conjunction with Owner, will request commitments from the Design-Builder for design adjustments to the documents.
- 2.11 VALUE ANALYSIS STUDY.** APM will participate in a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be reviewed with the Owner, Design-Builder, and other appropriate parties.
- 2.12 TRADE-OFF STUDIES.** APM will participate in a cost comparative analysis on various construction components. The results of the trade-off studies will reviewed with the Owner, Design-Builder, and other appropriate parties.
- 2.13 VALUE ENGINEERING.** APM will participate in a Value Engineering Workshop on the Project as found necessary. The results of this effort will be reviewed with the Owner and Design-Builder.
- 2.14 COST MONITORING.** APM will monitor the cost of the design in each phase. APM will maintain dialogue with the Design-Builder and provide cost information at the project meetings.

TASK 3.0 – PRE-CONSTRUCTION PHASE SERVICES:

During this Phase of Services, APM will interact with the Design-Build Team to ensure that their proposed designs meet with Walton County Project’s requirements and needs. It is through this process that a Guaranteed Maximum Price (GMP) is achieved for each Project.

- 3.1 DESIGN BUDGET DEVELOPMENT.** APM will review the Design-Builder’s Project Budget/Estimates at the end of each of their Design Phases or Schematic Design, Design Development, and Construction Documents. APM’s goal is to ensure alignment with Design-Builders Budget Estimates with Walton County’s Project Budgets. APM, along with Walton County Staff, will review and evaluate Designs to ensure for best operational and programmatic fit. All related decisions will be made in coordination with the Owner with the technical assistance of APM.
- 3.2 EXPEDITE EARLY GMP PACKAGES.** APM will coordinate with the Design-Builder to seek opportunities to expedite the construction process. These Early GMP Packages will require Walton County and the Design-Builder to:
 - Come to Terms with an Overall GMP Budget.
 - Design-Builder to identify Early GMP Packages that benefit the Project’s schedule and build a process to complete design sign-off and Buy-out by necessary sub-contractors and vendors
 - Achieve Board Approval.
- 3.3 GMP EVALUATION.** Upon receipt of GMP, APM will assist the Owner in evaluating for completeness, full responsiveness, and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award.
- 3.4 PRE-CONSTRUCTION CONFERENCE.** APM will conduct, in conjunction with the Owner, a pre-construction orientation conference for the benefit of the team. This conference will serve to orient the Design-Builder to the various reporting procedures and site rules prior to the commencement of actual construction.

TASK 4.0 - PROJECT CONSTRUCTION PHASE ACTIVITIES / SERVICES: as divided into Two Sub-Tasks:

- Sub Task 4.1 Administration of the Projects.
- Sub Task 4.2 Project Completion / Close-out Services.

SUB-TASK 4.1 - ADMINISTRATION OF THE PROJECTS.

APM will provide contract administration as an agent and representative of Owner and to establish and implement coordination procedures between the Owner and Design-Builder.

- 4.1.1 CONTRACT ADMINISTRATION.** APM will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.
- 4.1.2 SUBMITTAL PROCEDURES.** APM will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary

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documentation. As the Owner's representative, APM will be the party through which change orders, payment requests, submittals and information will be processed from Design-Builder to the Owner and/or Owner to the Design-Builder.

- 4.1.3 JOB SITE MEETINGS.** APM will conduct periodic job-site progress meetings with the Design-Builder, conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing and distribution of minutes by the Design-Builder to all attendees, the Owner, and all other appropriate parties.
- 4.1.4 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING.** APM will coordinate the technical special inspections and testing provided by the Owner's Material Testing Company and / or by the Design-Builder as part of their contract administration if so established. All technical special inspection reports will be in a format approved by APM and will be received by the APM and Design-Builder on a regular basis.
- 4.1.5 CONSTRUCTION OBSERVATION.** APM will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies observed in the Work.
- APM's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
 - These observations will not, however, cause APM to be responsible for those duties and responsibilities which belong to the Design-Builder, and which include, but are not limited to, the Design-Builder's obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
 - As outlined within this agreement, APM will provide periodic on-site inspection services.
- 4.1.6 NON-CONFORMING WORK.** APM will, in conjunction with the Design-Builder, make recommendations for corrective action on observed nonconforming work. APM will make recommendations to the Owner and Design-Builder in instances where APM observes work that, in its opinion, is defective or not in conformance with the Contract Documents.
- 4.1.7 EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, APM will advise the Owner of any recommendations for exercising contract prerogatives, such as giving the Design-Builder notice to accelerate the progress when the schedule goals are in jeopardy due to Design-Builder failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- 4.1.8 PROJECT/CONSTRUCTION SCHEDULE.** Upon the transmission of a Notice of Award by Walton County to the successful Design-Builder, APM will review the Design-Builder's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.

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- Using the critical path method, this schedule will have no activity duration greater than 14 calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
- APM will receive the detailed Schedule from the Design-Builder and distribute to the Owner and other appropriate parties.

4.1.9 SCHEDULE OF VALUES. APM will review and coordinate the Design-Builder's reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

4.1.10 CONSTRUCTION PROGRESS REVIEW. APM will review the progress of construction with the Design-Builder, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

- This review will reflect the Design-Builder's contractual progress and be the basis for the monthly progress payment to the Design-Builder.
- This review will indicate to the Owner when notices to the Design-Builder for acceleration of the Work and Owner prerogatives are appropriate.

4.1.11 MONTHLY CONSTRUCTION SCHEDULE UPDATES. APM will review the monthly construction schedule updates prepared by the Design-Builder. After an evaluation of the actual progress as observed by APM; schedule activities will then be assigned percentage-complete values in conjunction with the Design-Builder.

- The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
- This review will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.

4.1.12 MONTHLY DESIGN-BUILDER'S PAYMENT. APM will coordinate with the Design-Builder a review of the monthly payment request and make recommendations pertaining to payment to each.

- This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a Design-Builder has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Design-Builder.
- By issuing a Certificate for Payment and by processing applications for payment, the APM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Design-Builder has used the previous monies paid on account of the construction contract sum.

- 4.1.13 RECOVERY SCHEDULE.** APM shall enforce the, Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the Design-Builder.
- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Design-Builder to recapture the lost time and complete the Work in accordance with the Completion Dates.
 - This Recovery Schedule will be distributed from the Design-Builder to APM, the Owner and other appropriate parties.
- 4.1.14 CHANGE ORDER PROCESSING SYSTEM.** APM will establish and implement a Change Order processing system as set forth in the requirements of the Design-Build Contract.
- All requests for proposals will first be set forth in a letter by the Design-Builder outlining in detail the change and accompanied by technical drawings and specifications if necessary.
 - The request for proposal will be transmitted to the Design-Builder and a detailed breakdown of cost and time extension requested will be returned to APM from the Design-Builder for evaluation.
 - APM will make recommendations to the Owner prior to execution of change orders.
 - All change orders and requests for proposals will be tracked in the Design-Builder's COP log, which will be the basis for the Change Order report to the Owner. All Change Orders will be approved and executed following Walton County procedures.
- 4.1.15 EVALUATE PROPOSAL COST.** APM will evaluate the Design-Builder's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
- 4.1.16 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** APM will negotiate change order costs and time extensions on behalf of the Owner when appropriate. APM will advise the Owner of acceptability of price and time extension prior to the execution of any change order.
- 4.1.17 FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner, APM will review the daily force account records provided by the Design-Builder or Owner to determine the actual worth and time required for the work.
- 4.1.18 EQUIPMENT INSTRUCTION MANUALS.** Unless otherwise directed by Walton County, APM will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
- 4.1.19 AS-BUILT DOCUMENTS.** APM will perform coordination and expediting functions in connection with the Design-Builder's obligation to provide "as-built" documents.
- 4.1.20 TRAINING SESSIONS.** APM will coordinate with the Design-Builder to schedule training sessions for the Owner's maintenance and operational personnel and will assure that the Design-Builder's obligation in providing this training is fulfilled.

4.1.21 SUBSTANTIAL COMPLETION. APM will decide of the remaining work necessary for Substantial Completion and notify the Design-Builder of any observed deficiencies. When incomplete work or defective work has been remedied, APM will advise the Owner of acceptability of Project completeness and request the Design-Builder to issue a Certificate of Substantial Completion. In the event of remaining incomplete items, the APM will, upon the Owner’s concurrence, issue Certificate of Substantial Completion with exceptions noted.

4.1.22 FINAL COMPLETION. APM will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Projects, make a report to the Owner which will indicate whether APM will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Design-Builder.

SUB-TASK 4.2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

4.2.1 OCCUPANCY PERMIT. APM will coordinate the Design-Builder in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

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COMPENSATION

APM proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:

TASK A & 1.0 – Develop Project Financial Dashboard and Manage RFP Process.

Projected Schedule (November 01, 2021 – February 01, 2022)

Fee = 80 Man-Hours x \$125 MH = **\$10,000.00**

TASK 2.0 & 3.0 – Design & Pre-Construction Phase Management.

Projected Schedule (Feb. 02 – May 03, 2022 –Present GMP for Approval by Board)

Fee = 34 MHs per month x 3 = 102 MHs x \$125 = **\$12,750.00**

TASK 4.0 – Project Construction Phase Management.

Projected Schedule (May 04 – August 03, 2022) =

Fee = 50 MHs per month x 3 months = 340 MHs x \$125 = **\$18,750.00**

TOTAL: \$41,500.00

For any additional services approved by the Owner, the following 2021 hourly rates will apply:

Sr. Project Manager	\$125.00 MH
Project Manager	\$120.00 MH
Project Controls - Estimator	\$140.00 MH
Scheduler	\$145.00 MH

REIMBURSABLE COSTS (Budget)

Reimbursable costs, or expenses incurred in direct relationship to this project, and are included as part of the **Cost Not to Exceed Fees**. They include such items as, trips to Walton County Facilities for meetings or to the Project Site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Any Reimbursable scope not identified above is not included within the Cost Not to Exceed Fees listed above and shall be billed at 1.1 times actual cost incurred.

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Proposed by:

ASCENSION Program Management, LLC.



Thomas J. Prine, CCM, LEED AP
CEO / President

Accepted by:
Walton County Board of Commissioners

Signature

David Thompson – Chairman

Date

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TERMS AND CONDITIONS

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the APM as Consultant for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein APM offer to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:

The work performed by APM shall not be construed as design services. APM will perform Project Management services for said project.

RIGHT OF ENTRY: APM will coordinate entry with Walton County Staff. APM will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If Owner desires us to restore the land to its former condition, we will comply and add the cost to the fee.

CHANGED CONDITIONS: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to APM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, APM may call for renegotiations of appropriate portions of this Agreement. APM shall notify the Client of the changed conditions necessitating renegotiations, and APM and the Client shall promptly and in good faith enter into renegotiations of this Agreement. In establishing fees for any additional services to be performed, APM shall utilize the same fee schedule already agreed upon.

If during the execution of the work we are required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

INFORMAL DOCUMENTS: From time-to-time APM may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

SITE SAFETY: APM will make visits to the job site to observe the progress of the work and to observe whether it is, in general, being performed in accordance with the plans. APM shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms, or other work aids; and shall not be responsible for superintending the work. APM shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, APM and APM's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

STANDARD OF CARE: In providing services under this Agreement, APM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. APM make no warranty, express or implied, as to its professional services rendered under this Agreement.

DELAYS: APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by

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contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

OWNER DISCLOSURE: Owner agrees to advise APM prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State, or local public agencies any conditions of the site that may present a potential danger to public health, safety, or the environment. Owner agrees to notify the appropriate Federal, State, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

INSURANCE: APM shall at his own expense, carry and maintain the following insurance:

a.	Worker's Compensation	\$1,000,000
b.	General Liability	
	1) Each Occurrence	
	(Bodily Injury and Property Damage):	\$1,000,000
	2) General Aggregate:	\$2,000,000

PAYMENT: Unless otherwise agreed and noted herein, invoices will be rendered bi-monthly for the estimated percentage of the services completed. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one-half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by APM. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of APM's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices. The Owner further acknowledges that payment of invoices releases APM from all liability associated with the project.

LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of APM to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty (express or implied) of APM, shall not exceed the total fees paid by the Client to APM for services under this Agreement.

PROMPT NOTICE

Client will give prompt written notice to APM whenever Client observes or becomes aware of any development that affects the scope or timing of APM's Scope of Services.

FURNISHED DATA

Client will provide APM with all data and information regarding Client's requirements for the Project in its possession, including, but not limited to, previous reports, maps, surveys, and all other information relating to APM's Scope of Services on the Project. APM shall be entitled to rely upon the accuracy, timeliness and completeness of the information provided by Client

FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

DISPUTE RESOLUTION: The parties agree to attempt to resolve any dispute without resort to litigation through the

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use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

SEVERABILITY: In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

INTEGRATION: This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and APM shall survive the completion of the services and the termination of this Agreement.

TERMINATION/CANCELLATION

This Agreement may be terminated by the Client for convenience after seven (7) days written notice to APM. In event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party. In the event of such a termination, APM shall be paid its compensation for services performed to the date of termination, services of professional consultants then due and all termination expenses. No amount shall be paid in addition to the termination expenses if the termination is due to APM's failure to substantially perform in accordance with the terms of this Agreement.

GOVERNING LAW: All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the State of Georgia.